

G

CHFP025

COMPANIES FORM No. 155(6)b

**Declaration by the directors  
of a holding company in  
relation to assistance for the  
acquisition of shares**

155(6)b

Please do not  
write in this  
margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

836234

Name of company

Note  
Please read the notes  
on page 3 before  
completing this form

\* Folkes Properties Limited

\* insert full name  
of company

X/We ☒ See Rider A

Ø insert name(s) and  
address(es) of all  
the directors

† delete as  
appropriate

~~the sole director~~ [all the directors]† of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that:

§ delete whichever  
is inappropriate

The business of this company is:

- (a) ~~that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~  
(b) ~~that of a company authorised under section 8 of the Companies Act 1985 to carry on business in the United Kingdom~~  
(c) something other than the above§

This company is ~~the~~ [a] holding company of\* Newbank Construction (Halesowen) Limited  
(Company No. 1268262) which is

proposing to give financial assistance in connection with the acquisition of shares

in ~~this company~~ \_\_\_\_\_  
\_\_\_\_\_ the holding company of this company.]†

Presentor's name address and  
reference (if any) :  
Eversheds  
115 Colmore Row  
Birmingham  
B3 3AL

For official Use  
General Section

Post room



BIR  
COMPANIES HOUSE

0190  
28/05/02

DX: 13004 BIRMINGHAM 1  
BIR\_CORP619022

The assistance is for the purpose of [that acquisition] <sup>and/or</sup> [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is: See Rider B

The assistance is to be given to: (note 2) Folkes Holdings Limited (Company No 950164)  
of ~~Romane Lodge, Stourton Hall Drive, Stourton, Stourbridge, West Midlands,~~  
~~BY7 5BH~~ (the "Purchaser")

FORGE HOUSE,  
BUDLEY ROAD,  
LYE, STOURBRIDGE,  
WEST MIDLANDS,  
OVS 8BL

2/16  
W5  
JW AR5

The assistance will take the form of:

See Rider C

The person who [has acquired] ~~will acquire~~ the shares is:  
the Purchaser

† delete as appropriate

W5  
JW AR5

The principal terms on which the assistance will be given are:

See Rider D

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ See Rider E

The value of any asset to be transferred to the person assisted is £ Nil

lease do not  
rite in this  
argin

The date on which the assistance is to be given is

See Rider F

lease complete  
gibly, preferably  
black type, or  
old block lettering

X/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

delete either (a) or  
(b) as appropriate

(a) X/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

(b) ~~X/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)~~

And X/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

FORGE HOUSE,  
DUDLEY ROAD,  
LYE, STOURBRIDGE,  
WEST MIDLANDS,  
DY9 9EL

Declarants to sign below

on 

Day	Month	Year
17	05	2002

before me

A. E. Jones

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

*[Signatures]*

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**RIDERS FOR G155(6)b FORM**  
**FOLKES PROPERTIES LIMITED (the "Company")**

W  
J  
R  
W  
AJS

**Definitions**

- "Acquisition" means the acquisition of the issued share capital of the Target by the Purchaser under the terms of the Offer;
- "Bank" means HSBC Bank plc;
- "Facilities Agreement" means the facilities agreement dated 5 March 2002 made between the Bank and the Purchaser pursuant to which the Bank made available various committed facilities to the Purchaser;
- "Purchaser" means Folkes Holdings Limited (no. 950164);
- "Offer" means the recommended offers made by Ernst & Young LLP on behalf of the Purchaser, to acquire the whole of the issued share capital of the Target not already owned by the Purchaser or the persons with whom the Purchaser is acting in concert, under the terms of the Offer Document;
- "Offer Document" means the offer document dated 5 March 2002 setting out the terms of the Offer;
- "Subsidiary" means Newbank Construction (Halesowen) Limited (no. 1268262);
- "Target" means the Company's holding company, Folkes Group Limited (no. 353957).

**RIDER A**

Andrew Parker of Scott House, 40 Main Street, Whittington, Lichfield, Staffordshire, WS14 9JS.

Paul Turner of The Firs, Button Bridge Lane, Kinlet, Nr Bewdley, Worcestershire, DY12 3DN.

James Weston of 78 Sandhurst Road, Kingswinford, West Midlands, DY6 8PE.

Constantine Folkes of Heathlands, Enville Road, Kinver, Stourbridge, West Midlands, DY7 5LT.

Carl Griffin of 4187 Woodlane Court, Westlake Village, California 91362 USA

### **RIDER B**

That part of the Share capital of the Target not owned by the Purchaser or certain members of the Folkes family and/or certain Folkes family trusts.

### **RIDER C**

The assistance will take the form of :

- (i) the Subsidiary entering into a joint and several composite guarantee (the "Guarantee") in favour of the Bank; and
- (ii) the Subsidiary (as lender) entering into an intra-group loan agreement (the "Intra Group Loan Agreement") with the Purchaser (as borrower).

### **RIDER D**

The principal terms on which the assistance will be given are:-

- (i) under the terms of the Guarantee, the Subsidiary shall provide to the Bank a joint and several composite guarantee, guaranteeing all obligations and liabilities of, amongst others, the Purchaser, which obligations include, but are not limited to, obligations incurred in respect of and for the purpose of the Acquisition, in favour of the Bank; and
- (ii) under the terms of the Intra Group Loan Agreement, the Subsidiary, amongst others, shall enter into a non-interest bearing intra group loan agreement with the Purchaser. Moneys advanced to the Purchaser pursuant to the Intra Group Loan Agreement shall be applied *inter alia* for the purpose of making payments in respect of obligations incurred by the Purchaser under the Facilities Agreement which obligations include, but are not limited to, obligations incurred by the Purchaser in respect of and for the purpose of the Acquisition and for other such purposes as may be agreed from time to time by the parties.

### **RIDER E**

The amount of cash to be transferred to the person assisted is up to the maximum aggregate amount of cash made available from time to time by the Subsidiary under the Intra-Group Loan Agreement.

### **RIDER F**

The same date as that upon which this declaration is made or a date within 8 weeks of the date hereof.